

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ableco Finance LLC		12/29/2004	limited liability company: DELAWARE
RECEIVING PARTY DATA			
Name:	Insight Pharmaceuticals Corporation		
Street Address:	550 Township Line Road		
City:	Blue Bell		
State/Country:	PENNSYLVANIA		
Postal Code:	19422		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Registration Number:	0709543	ALLEREST	
Registration Number:	2544673	AMERICAINE	
Registration Number:	418790	ANACIN	
Registration Number:	940857	ANACIN	
Registration Number:	123606	ANACIN	
Registration Number:	1331611		
Registration Number:	0792115	ASPERGUM	
Registration Number:	0240417	ASPERGUM	
Registration Number:	0714075	BACID	
Registration Number:	697007	BONINE	
Registration Number:	2537840	CALDECORT	
Registration Number:	1492869	CALDECORT LIGHT	
Registration Number:	0990492	CALDESENE	
Registration Number:	0648836	CALDESENE	

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TRADEMARK
REEL: 003029 FRAME: 0587

Registration Number:	2661393	CEPASTAT
Registration Number:	0614242	CHOOZ
Registration Number:	2030924	
Registration Number:	2027728	
Registration Number:	2578043	EUCALYPTAMINT
Registration Number:	2578044	EUCALYPTAMINT
Registration Number:	1777611	EUCALYPTAMINT
Registration Number:	1403729	FIBERALL
Registration Number:	0275459	KONDREMUL
Registration Number:	1924860	MADE STRONGER TO LAST LONGER...GUARANTEED
Registration Number:	2726624	MADE STRONGER TO LAST LONGER... GUARANTEED!
Registration Number:	1530495	MAXIMUM STRENGTH 12 HOUR ALLEREST
Registration Number:	1166052	N'ICE
Registration Number:	2019831	N'ICE
Registration Number:	1201750	N'ICE
Registration Number:	2018329	N'ICE
Registration Number:	2027737	N'ICE
Registration Number:	2027731	N'ICE 'N CLEAR
Registration Number:	2044640	NICE 'N CLEAR
Registration Number:	1691138	NIX
Registration Number:	1604296	NOSTRILLA
Registration Number:	2534078	POWERFUL N'ICE
Registration Number:	2546937	PRIVINE
Registration Number:	0418496	PRIVINE
Registration Number:	2028228	S
Registration Number:	0921019	SINAREST
Registration Number:	1037225	SUCRETS
Registration Number:	870753	SUCRETS
Registration Number:	1908111	SUCRETS 4
Registration Number:	1969808	SUCRETS S
Registration Number:	0990672	VITRON-C
Registration Number:	0990673	VITRON-C-PLUS
Registration Number:	0993663	TING
Registration Number:	0347300	TING

CORRESPONDENCE DATA

Fax Number: (919)416-8339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 919 286-8049

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27650

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	02/15/2005

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made and effective as of the date indicated below and is granted by **ABLECO FINANCE LLC**, a Delaware limited liability company, with offices at 299 Park Avenue, 22nd floor, New York, New York 10171 ("Releasor"), in favor of **INSIGHT PHARMACEUTICALS CORPORATION**, a Delaware corporation ("Releasee").

WHEREAS, pursuant to that certain Loan Agreement, dated as of May 10, 2004 (as amended, replaced, superseded or otherwise modified from time to time, the "Loan Agreement") by and among Releasee; Releasor, as agent; and the Lenders described therein, Releasor and Lenders agreed to make loans and other financial accommodations to Releasee;

WHEREAS, pursuant to the Loan Agreement, Releasee executed that certain Trademark Security Agreement, dated as of May 10, 2004 (as amended, replaced, superseded or otherwise modified from time to time, the "Trademark Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Loan Agreement) (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, domain names, trade dress or other indicia of trade origin, domain name registrations, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule A attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Releasee accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the "Trademarks"); and

(b) all license agreements with any other person in connection with any of the Trademarks or such other person's names or marks, whether Releasee is a licensor or licensee under any such license agreement, including, without limitation, the licensed Trademarks listed on Schedule A attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security

interest, and any right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Releasee and now or hereafter covered by such licenses (each, a "License" and collectively, the "Licenses");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2855/Frame 417 on May 17, 2004;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Loan Agreement and the Trademark Security Agreement (the "Security Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, conveyed to Releasor (if any) pursuant to the Loan Agreement and the Trademark Security Agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee.

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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 29th day of December 2004.

RELEASOR:

ABLECO FINANCE LLC

By: 

Name: Alexander S. Dinstein

Title: Vice President


CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

SS.:

On this 29th day of December, 2004, before me, the undersigned, personally appeared Alexander S. Orenstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


[NOTARY SEAL]

REGINA E. CIANCI
Notary Public, State of New York
No. 60-4676879
Qualified in Westchester County
Commission Expires Nov. 30, 2006

Trademark Registrations – United States

Mark	Registration No.
ALLEREST	0709543
AMERICAINE	2544673
ANACIN	418790
ANACIN	940857
ANACIN	123606
ANACIN Arrow Design	1331611
ASPERGUM	0792115
ASPERGUM & Design	0240417
BACID (Stylized)	0714075
BONINE	697007
CALDECORT	2537840
CALDECORT LIGHT	1492869
CALDESENE	0990492
CALDESENE	0648836
CEPASTAT	2661393
CHOOZ (Stylized)	0614242
Design of a Penguin	2030924
Design of a Penguin on a Mountain	2027728
EUCALYPTAMINT	2578043
EUCALYPTAMINT & Design	2578044
EUCALYPTAMINT (Stylized)	1777611

Mark	Registration No.
FIBERALL	1403729
KONDREMUL (Stylized)	0275459
MADE STRONGER TO LAST LONGER...GUARANTEED!	1924860
MADE STRONGER TO LAST LONGER...GUARANTEED!	2726624
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N'ICE 'N CLEAR and Design	2044640
NIX	1691138
NOSTRILLA	1604296
POWERFUL N'ICE	2534078
PRIVINE	2546937
PRIVINE	0418496
S Design	2028228
SINAREST	0921019
SUCRETS	1037225
SUCRETS	870753

Mark	Registration No.
SUCRETS & Design	1908111
SUCRETS S & Design	1969808
VITRON-C	0990672
VITRON-C-PLUS	0990673
TING*	0993663
TING (Stylized)*	0347300
TING (Stylized)*	1746287

* License Agreement; Owner: Fisions B.V.